UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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BEATIE AND OSBORN LLP and OSBORN LAW, P.C.,	:	Civil Action No.:_________
Plaintiffs,	:	**COMPLAINT & JURY DEMAND**
-against-	:	
JEFFREY C. BOGERT,	:	
Defendant.	:	
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The Complaint of the plaintiffs, BEATIE AND OSBORN LLP and OSBORN LAW, P.C., respectfully shows and alleges as follows:

NATURE OF CASE

1. This case arises out of defendant JEFFREY C. BOGERT'S failure to repay money loaned to him by plaintiffs BEATIE AND OSBORN LLP and OSBORN LAW, P.C.

THE PARTIES

2. Plaintiff, BEATIE AND OSBORN LLP, was, at all times relevant to this Complaint, a general partnership organized and existing under the laws of the State of New York, with its principal place of business at 521 Fifth Avenue, 34th Floor, New York, New York 10175.

3. Plaintiff, OSBORN LAW, P.C., is a New York corporation with its mailing address at 43 West 43rd Street, Suite 131, New York New York 10036.

4. Defendant BOGERT is a resident of the State of California residing in Santa Monica, California.

JURISDICTION AND VENUE

5. This Court has original jurisdiction over this action under 28 U.S.C. § 1332, in that the amount in controversy exceeds seventy five thousand dollars ($75,000.00) and Plaintiffs are incorporated and have their principal place of business in a State which is different from the State where Defendant resides.

6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(a) and 1391(c).

STATEMENT OF FACTS

7. From approximately January 2006 through April 2015, defendant BOGERT and the OSBORN plaintiffs were working together on hundreds of personal injury cases against certain pharmaceutical manufacturers involving a condition known as osteonecrosis of the jaw, or ONJ.

8. During that time period, defendant BOGERT asked the OSBORN plaintiffs to lend him money. The OSBORN plaintiffs obliged and specifically, from April 10, 2007 to September 15, 2010, plaintiffs BEATIE AND OSBORN LLP and OSBORN LAW, P.C. loaned defendant BOGERT $177,065.56.

9. It was agreed and understood that the money borrowed by defendant BOGERT was supposed to be repaid to the OSBORN plaintiffs at the conclusion of the ONJ cases.

10. The ONJ cases settled on November 21, 2014, with the execution of a written settlement agreement between the plaintiffs in those cases and the defendant pharmaceutical manufacturers.

11. Since that date, defendant BOGERT has not repaid the borrowed money, or any portion of it.

FIRST CAUSE OF ACTION
(Breach of Agreement)

12. The OSBORN plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 through 11 above as if set forth herein in full.

13. The OSBORN plaintiffs loaned defendant BOGERT $177,065.56.

14. Defendant BOGERT agreed to repay that money but has failed to do so.

15. As a result of defendant BOGERT'S failure to repay the money loaned to him, plaintiffs BEATIE AND OSBORN LLP and OSBORN LAW, P.C. have been damaged in an amount of at least $177,065.56.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

16. The OSBORN plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 through 15 above as if set forth herein in full.

17. The OSBORN plaintiffs have conferred a benefit on defendant BOGERT, who has knowledge thereof.

18. Defendant BOGERT voluntarily accepted and retained the benefit conferred.

19. The circumstances render Defendant BOGERT'S retention of the benefit inequitable unless Defendant BOGERT pays to the OSBORN plaintiffs the value of the benefit.

20. Defendant BOGERT has been unjustly enriched at the expense of the OSBORN plaintiffs.

21. The OSBORN plaintiffs are entitled to damages as a result of Defendant BOGERT'S unjust enrichment, including the disgorgement of all monies unlawfully accepted by Defendant BOGERT from the OSBORN plaintiffs.

WHEREFORE, plaintiffs, BEATIE AND OSBORN LLP and OSBORN LAW, P.C. demand judgment against defendant, JEFFREY BOGERT, in a sum of money that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; together with the costs and disbursements of this action, including attorneys' fees and costs, plus interest, as allowed by law; and such other and further legal and equitable relief as this honorable Court deems just and proper.

JURY TRIAL DEMAND

Plaintiffs respectfully requests a trial by jury on all triable issues pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: October 6, 2016

THE OSBORN LAW GROUP

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